

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

In re:) Chapter 11
)
BHF CHICAGO HOUSING GROUP B, LLC) Case No. 20-12453
(ICARUS))
) Hon. Jack B. Schmetterer
Debtor.)
)
_____)

**DECLARATION OF SCOTT EISENBERG PURSUANT TO BANKRUPTCY RULES
2014 AND 2016 IN SUPPORT OF THE APPLICATION TO AUTHORIZE THE
RETENTION AND EMPLOYMENT OF AMHERST CONSULTING, LLC
AS ITS SALE ADVISOR**

I, Scott Eisenberg, hereby declare:

1. I am a partner with Amherst Consulting, LLC ("Amherst"), located at 255 East Brown Street, Suite 120, Birmingham, Michigan 48009.
2. I respectfully submit this Declaration in connection with the application of the above-captioned debtor and debtor in possession (the "Debtor") to retain and employ Amherst and the members and employees of thereof as sale advisor to the bankruptcy estate and its creditors.
3. I have personal knowledge of the matters set forth herein. If called upon to testify, I could testify competently to the facts contained herein.
4. In the ordinary course of its business, Amherst maintains a database for purposes of performing "conflicts checks." The database contains information regarding its present and past representations and transactions. I obtained a list of certain of the Debtor's creditors and other parties in interest in the above-captioned case from Debtor's counsel for purposes of searching the aforementioned database and determining the connection(s) which Amherst or its affiliates has with such entities.

5. Amherst searched the aforementioned database for the parties in interest identified on the attached **Exhibit 1**.

6. To the best of my knowledge, none of the employees of Amherst are related to any judge of the United States Bankruptcy Court of the Northern District of Illinois.

7. To the best of my knowledge, after searching the aforementioned database, Amherst does not hold or represent any interest adverse to the Debtor within the meaning of section 327(a) of the title 11, United States Code (the “Bankruptcy Code”).

8. To the best of my knowledge, Amherst is a “disinterested person” as such term is defined in section 101(14) of the Bankruptcy Code. To the best of my knowledge:

- (a) Amherst is not a creditor, an equity security holder, or an insider of the Debtor.
- (b) Amherst is not and was not, within 2 years before the Petition Date, a director, officer, or employee of the Debtor.
- (c) Amherst does not have an interest materially adverse to the interest of the Debtor’s estate or of any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with, or interest in, the Debtor, or for any other reason

9. To the best of my knowledge, after searching the aforementioned database, Amherst does not have any connection with the Debtor, its creditors, the United States trustee, any person employed in the office of the United States Trustee, or any other party in interest or their respective attorneys or accountants, within the meaning of Fed. R. Bankr. P. 2014(a). I will supplement this Declaration if I become aware of any connections.

10. Amherst and the Debtor entered into an engagement letter, dated July 27, 2020, that set forth the terms and services related to Amherst’s employment as Sale Advisor and Amherst’s compensation (the “Engagement Letter”). Pursuant to Federal Rule of Bankruptcy

Procedure 2016(b) and Local Rule 2016-1, a copy of the Engagement Letter is attached as **Exhibit 2.**

11. The professional services that Amherst expects to render, as a fiduciary to the bankruptcy estate and its creditors, include, but shall not be limited to, the following:

- a. Regularly reporting to the Debtor, the Bond Trustee, City of Chicago, and the U.S. Trustee as to the status of the sale process;
- b. Due diligence investigations;
- c. Participation in Debtor's evaluation and determination of "Qualified Bidders";
- d. Review of Debtor's evaluation and comparison of bidders, bids, and bid terms;
- e. Participation in Debtor's consultation with the City of Chicago, Bond Trustee, Amherst Real Estate and all parties in interest, including prospective purchasers of the Company's assets (collectively, "Parties");
- f. Monitoring of Debtor's determination of the highest and best bid during the sale process and auction;
- g. Review of Debtor's determination and declaration of the Successful Bidder;
- h. All other aspects of the sale and interaction with bidders and prospective bidders;
- i. Review of the efforts of the Debtor's counsel and other outside advisors, including Amherst Real Estate, for the benefit of the Debtor;
- j. Prepare and timely file a report for the Bankruptcy Court detailing all aspects of the sale process (the "Report");
- k. Appear before the Bankruptcy Court, as necessary, to inform the Court of the status of the sale process and provide analysis of the Report; and
- l. Perform such other tasks, as required in the determination of the Debtor, Sale Advisor, or the Court to ensure the appropriate administration of the sale process.

The Services shall be modified, as required by the Sale Advisor, to ensure Amherst has the ability and authority to carry out its duties and provide the Court and interested parties a fully detailed Report of the sale process.

12. The Debtor will require Amherst to render the Services, as detailed above, the cost of which cannot be estimated. Subject to this Court's approval and in accordance with sections 330 and 331 of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules of this Court and other procedures that may be fixed by this Court, the Debtor requests that Amherst be compensated on an hourly basis, plus reimbursement of the actual and necessary expenses that Amherst incurs. Amherst has advised the Debtor that the hourly rates applicable to the professionals proposed to assist in the Services as Sale Advisor are as follows:

- | | | |
|-----|-----------------|-------------------|
| (a) | Scott Eisenberg | \$425.00 per hour |
| (b) | Bruce Goldstein | \$400.00 per hour |

Mr. Eisenberg will serve as the primary professional providing the Services to the bankruptcy estate and Mr. Goldstein will assist when required. Amherst will not duplicate any Services provided by its professionals and will utilize both professionals only when necessary to carry out the Services in a cost-effective and efficient manner.

13. Amherst is aware and understands that payment of any outstanding fees and reimbursement of costs shall occur only after the closing of the sale of the Property and the Bankruptcy Court's approval of Amherst's fee application for such Services.

I declare under penalty of perjury the foregoing is true and correct to the best of my knowledge, information and belief.

Dated: July 27, 2020


SCOTT EISENBERG

Exhibit 1

A. Smith
406 W. 77th St.
Unit 112
Chicago, IL 60620

Antonio Rushing
7600 S. Stewart
Unit 103
Chicago, IL 60620

Calvin Harris
439 E. 71st.
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Chicago, IL 60619

Adam Brown
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Unit 1D
Chicago, IL 60620

Ashley Williams
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Unit 1E
Chicago, IL 60637

Carpet Concepts
1346 W 79th St.
Chicago, IL 60620

Adonnis Platt
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Chicago, IL 60637

Barbara Drane
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Chicago, IL 60620

Chastity Brown
8229 Langley
Unit 2
Chicago, IL 60619

Akeseiah Felton
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Chicago, IL 60637

Barbara Moore
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Chicago, IL 60621

Chetiqua Bell
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Alexandria Jackson
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Unit 3
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Barbara Robinson
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Chicago, IL 60620

Chicago Anti Eviction Campaign
616 E. 71st Street
Chicago, IL 60619

All Types Elevators
Atty Sylvestri
70 W Madison St., Ste 2020
Chicago, IL 60602

Bertha McKinney
6611 S. Greenwood Ave.
Unit 1
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Chicago Neighborhood Resources,
c/o P. Curtis Bettiker
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Chicago, IL 60618

Anita Bates
7632 S. Stewart
Unit 3E
Chicago, IL 60620

Brenda Brown
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Chicago, IL 60619

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Chicago, IL 60620

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Unit 3
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City of Chicago
P.O. Box 71429
Chicago, IL 60694-1429

Anthony Ward
440 W. 76th Street
Unit 2E
Chicago, IL 60620

Britney Cribbs
444 W. 76th Street
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Chicago, IL 60620

City of Chicago
Atty Megan McGillivray
29 E Madison St Ste 950
Chicago, IL 60602

Antoinette Dunne
7620 S. Stewart
Unit 206
Chicago, IL 60620

Bryant and Davalle PC
1210 W Northwest Hwy
Palatine, IL 60067

City of Chicago - Legal Departm
c/o Greg Janes
30 N. LaSalle Street, Suite 700
Chicago, IL 60602-2503

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City of Chicago - Water Department 121 N. LaSalle Street, Room 107. Chicago, IL 60602-1232	Cynthia Maclin 5116 S. Indiana Ave. Unit 2R Chicago, IL 60615	Dawgs Door 7600 S. Stewart Unit 304 Chicago, IL 60620
City of Chicago Collector Atty 205 W. Randolph Ste 1100 Chicago, IL 60606	Daniel Archer 7644 S. Stewart Ave. Unit 302 Chicago, IL 60620	Dawn Scott 325 E. 57th St. Unit 3 Chicago, IL 60637
City of Chicago Water Dept 121 N LaSalle St. Chicago, IL 60602	Darnel Tabor 7640 S. Stewart Unit 408 Chicago, IL 60620	Debra Thomas 5228 S. Michigan Ave. Unit 2S Chicago, IL 60615
ComEd Utility Co. P.O. Box 805379 Chicago, IL 60680-5379	Darrell Robinson 1522 E. 73rd St. Unit 2W Chicago, IL 60619	Dejoie Williams 618 E. 71st. Street Unit 2B Chicago, IL 60619
Community Initiatives, Inc. 222 S. Riverside Plaza, Suite 3 Chicago, IL 60606-7801	Darren Anderson 7648 S. Stewart Ave. Unit 106 Chicago, IL 60620	Demetrius Torry 5700 S. Calumet Ave. Unit 3N Chicago, IL 60637
Cook County Treasurer's Office 118 N. Clark Street, Room 112 Chicago, IL 60602-1590	Darryl Butler 5118 S. Indiana Ave. Unit GF Chicago, IL 60615	Demitrice Johnson 5910 S. Martin Luther King Dr. Unit 2N Chicago, IL 60637
CR Realty Advisors, LLC 325 W. Huron Street, Suite 708 Chicago, IL 60654	David Francher 723 W. 71st. St. Unit 1 Chicago, IL 60621	Department of Treasury - IRS PO Box 7346 Philadelphia, PA 19101-7346
Crystal Denise 6429 S. Drexel Ave. Unit 3S Chicago, IL 60637	Dawgs Door 7600 S. Stewart Unit 108 Chicago, IL 60620	Diona Garcia 353 E. 57th St. Unit 3W Chicago, IL 60637
Curtis Robinson 7640 S. Stewart Unit 7648 Chicago, IL 60620	Dawgs Door 7600 S. Stewart Unit 204 Chicago, IL 60620	Donna Crumpler 5119 S. Prairie Unit 1 Chicago, IL 60615
Cynthia Arnaldy 8030 S. Yates Blvd. Unit 2E Chicago, IL 60617	Dawgs Door 7600 S. Stewart Unit 207 Chicago, IL 60620	Donna Thomas 5118 S. Indiana Ave. Unit 2R Chicago, IL 60615

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Eugene Posey 6427 S. Drexel Ave. Unit 1N Chicago, IL 60637	HD Supply 1940 W Oak Circle Marietta, GA 30062	Jenine Tolefree 359 E. 57th St. Unit 2E Chicago, IL 60637
FMV RL II, LLC 160 N. Wacker Drive, 4th Floor Chicago, IL 60606	Illinois Dept of Employment Sec PO Box 4385 Chicago, IL 60680-4385	Jessica Scott 353 E. 57th St. Unit 3E Chicago, IL 60637
Frazier Love 1524 E. 73rd St. Unit 2E Chicago, IL 60619	Illinois Finance Authority Attn: Elisabeth Weber 160 N. LaSalle Street Suite S-1000 Chicago, IL 60601-3124	Joann Davis 435 E. 71st. Unit 2 Chicago, IL 60619
Gail Brown 8030 S. Yates Blvd. Unit 2W Chicago, IL 60617	Illnois Dept of Revenue - BK Un PO Box 19035 Springfield, IL 62794-9035	Julius Verge 5116 S. Indiana Ave. Unit 3R Chicago, IL 60615
Gertrude Benton 5123 S. Prairie Unit 1 Chicago, IL 60615	Independent Recycling Atty: Stotis and Baird 200 W Jackson Blvd, Ste 1050 Chicago, IL 60606	Kathy Conwell 329 E. 57th St. Unit 1 Chicago, IL 60637

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Michelle Plair 4328 S. Michigan Ave. Unit 1S Chicago, IL 60653	Newline Holdings, LLC c/o Law Offices of Heather Otte 19 S. LaSalle Street, Suite 602 Chicago, IL 60603	Patricia Shines 406 W. 77th St. Unit G12 Chicago, IL 60620
Michelle Rea 4326 S. Michigan Ave. Unit 2N Chicago, IL 60653	Occupant 7640 S. Stewart Unit 404 Chicago, IL 60620	Peoples Gas Midwest: P.O. Box 2087 Kalamazoo, MI 49003-2087
Mickeeta Starks 6607 S. Kimbark Ave. Unit 2S Chicago, IL 60637	Occupant 7640 S. Stewart Unit 406 Chicago, IL 60620	Pugh Jones Johnson & Quandt, P. 180 N LaSalle Blvd #3400 Chicago, IL 60601
Mona Amos 7654 S. Stewart Ave. Unit 309 Chicago, IL 60620	Occupant 7640 S. Stewart Unit 7640 Chicago, IL 60620	Randy Coleman 359 E. 57th St. Unit 3W Chicago, IL 60637
Monique Bohanon 5700 S. Calumet Ave. Unit 1S Chicago, IL 60637	Occupant 7600 S. Stewart Unit 301 Chicago, IL 60620	Raquel Smith 406 W. 77th St. Unit 212 Chicago, IL 60620
Mrs. Smith 7640 S. Stewart Unit 7648 Chicago, IL 60620	Occupant 7600 S. Stewart Unit 303 Chicago, IL 60620	Raquel Smith 7640 S. Stewart Unit 406 Chicago, IL 60620
Muhammad Lakish 6952 S. Oglesby Ave. Unit 3 Chicago, IL 60649	Occupant 7600 S. Stewart Unit 305 Chicago, IL 60620	Reed Bonita 6822 S. Cornell Ave. Unit 3S Chicago, IL 60649
Murl Williams 8251 S. Drexel Ave. Unit 3S Chicago, IL 60619	Occupant 614 E. 71st Street Unit 3C Chicago, IL 60619	Region Snow 328 W Old Ridge Rd Hobart, IN 46342
Myrtis Hudson 7600 S. Stewart Unit 101 Chicago, IL 60620	Paper Street Realty LLC 1641 Carroll Ave., Suite 201 Chicago, IL 60612-2506	Renaldo Smedley 6611 S. Greenwood Ave. Unit 3 Chicago, IL 60637
Nautilus Insurance Group 7233 E Butherus Dr. Scottsdale, AZ 85260	Paris Cleaners Attn: Mr. and Mrs. Walls 7501 S. Prairie Chicago, IL 60619	Renewed Hope Clinic 618 E. 71st. Street Chicago, IL 60619

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Robert Hollins 8030 S. Yates Blvd. Unit 1E Chicago, IL 60617	Shirley Hollomon 359 E. 57th St. Unit 3E Chicago, IL 60637	UMB Bank, N.A., as Successor Tr c/o Michael Slade 120 6th Street, Suite 1400 Minneapolis, MN 55402-1807
Rodney Young 6656 S. Woodlawn Ave. Unit 2 Chicago, IL 60637	Stephanie Owens 6948 S. Oglesby Ave. Unit 3 Chicago, IL 60649	Unique Equity 6411 S Parnell Ave Chicago, IL 60621
Ronald Stanford 618 E. 71st. Street Unit 2D Chicago, IL 60619	Tameka Lester 6429 S. Drexel Ave. Unit 2S Chicago, IL 60637	US Environ. Protection Agency US EPA Region 5 Mail Code: C-14J Chicago, IL 60604
Roy Malava 408 W. 77th St. Unit 313 Chicago, IL 60620	Tasha Jones 1152 E. 67th St. Unit 2 Chicago, IL 60637	US Securities & Exchange Commis. 175 W. Jackson Blvd., Suite 900 Chicago, IL 60604-2908
Roy Malaya 7640 S. Stewart Unit 408 Chicago, IL 60620	Teresea Keller 5116 S. Indiana Ave. Unit 2F Chicago, IL 60615	Vondia Edwards 141 W. Marquette Rd. Unit 3 Chicago, IL 60621
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Sherri Sanner 7632 S. Stewart Unit 3A Chicago, IL 60620	Transforming Lives Christian Ce 614 E. 71st Street Chicago, IL 60619	Yandi Youngblood 6656 S. Woodlawn Ave. Unit 1 Chicago, IL 60637

Yvette Dangerfield
353 E. 57th St.
Unit 1E
Chicago, IL 60637

Zepso Mechanical
500 N Michigan Ave
Chicago, IL 60611

Exhibit 2



July 20, 2020

Mr. Andrew Belew
BHF Chicago Housing Group B LLC
4 Dunbar Road
Palm Beach Gardens, FL 33418

PERSONAL & CONFIDENTIAL

Dear Mr. Belew

This engagement agreement (the “Agreement”) sets forth the terms of the engagement of Amherst Consulting, L.L.C. (“Amherst”) by BHF Chicago Housing Group B LLC (“BHF B” or the “Company”) to be a Sale Advisor to the bankruptcy estate of BHF B in Bankruptcy Case No. is 20-12453 in the Northern District of Illinois.

SCOPE OF SERVICES

BHF B agrees to retain Amherst as Sale Advisor to the bankruptcy estate in its 363 sale process and Amherst agrees to use its best efforts to advise the bankruptcy estate, as a fiduciary to the estate and its creditors, in this capacity. Amherst will provide Scott Eisenberg and Bruce Goldstein to serve as the Company’s Sale Advisor (the “SA”).

Our scope of services would include (but are not necessarily limited to) the following:

- Regularly report to the Company, the Bond Trustee, City of Chicago, and the U.S. Trustee as to the status of the sale process;
- Due diligence investigations;
- Debtor’s evaluation and determination of “Qualified Bidders”;
- Debtor’s evaluation and comparison of bidders, bids, and bid terms;
- Debtor’s consultation with the City of Chicago and Bond Trustee and other Parties (defined below);
- Debtor’s determination of the highest and best bid during the sale process and auction;
- Debtor’s determination and declaration of the Successful Bidder;
- All other aspects of the sale and interaction with bidders and prospective bidders;
- Coordinate the efforts of the Company’s counsel and other outside advisors, including Hilco Real Estate, for the benefit of the Company;
- Prepare and file a report for the Bankruptcy Court detailing all aspects of the sale process;
- Appear before the Bankruptcy Court, as necessary, to provide a status of the sale process and analysis of the report; and
- Perform such other tasks that are mutually agreed upon from time to time to ensure the appropriate administration of the sale process.

FEE STRUCTURE

Subject to court approval, Amherst professionals will be billed at the following hourly rates, plus out-of-pocket expenses incurred (reasonable and customary out-of-pocket expenses typically include postage, printing, copying, overnight delivery, research, travel, and similar costs. The following hourly rates shall be used:

Scott Eisenberg:	\$425.00
Bruce Goldstein:	\$400.00

The individuals serving as SA to the bankruptcy estate will not duplicate services and acknowledge that Amherst will not be compensated for any duplication of services, which would include more than one individual charging for participation at meetings, auctions, hearings or on phone calls. Rates for other Amherst professionals, as and if needed, will be disclosed prior to their utilization. Amherst's rates are subject to annual adjustment. Accordingly, Amherst reserves the right to revise them during the Term of this engagement. Amherst agrees, however, not to revise hourly billing rates for this engagement prior to December 31, 2020. Amherst's fees and expenses will be due and payable as an administrative expense claim following the closing on the sale of the Company's assets and approval of Amherst's fee application.

ACCESS TO INFORMATION

In connection with Amherst's engagement, the Company recognizes and confirms that Amherst, in acting pursuant to this engagement, will be using publicly available information and information in reports and other materials provided by others, including, without limitation, information provided by, to, or on behalf of the Company, and that Amherst does not assume responsibility for and may rely, without independent verification, on the accuracy and completeness of any such information. The Company agrees to furnish or cause to be furnished to Amherst all necessary or appropriate information we request for use in our engagement and hereby warrants that any information relating to the Company that is furnished to Amherst by or on behalf of the Company will be true and correct in all material respects.

CONFIDENTIALITY

All non-public information concerning the Company that is given to Amherst will be used solely in the performance of our services hereunder and will be treated confidentially by us so long as it remains non-public. Amherst will not disclose this information to a third party without the Company's consent, except as required by law or order of the Bankruptcy Court.

COMMUNICATION WITH PARTIES

The Company will allow Amherst to communicate directly with the City of Chicago the Bond Trustee, Hilco Real Estate and all parties in interest, including prospective purchasers of the Company's assets ("Parties").

NOTICE OF NON-AUDIT

The Company acknowledges that Amherst does not guarantee the results of any financial analysis that it may undertake, and that any analysis conducted by Amherst will be based upon the data given to it by the Company and the Parties. The Company acknowledges that Amherst is not a certified public accounting firm and no part of its work in this engagement shall be considered an audit, review, compilation or other report subject to regulation by the American Institute of Certified Public Accountants.

TERM & TERMINATION

This engagement will commence on the date of the BHF B's acceptance of this proposal and continue until the closing of the sale of the Company's assets or prior termination of the engagement ("Termination"). Termination shall mean written confirmation from either party to end the agreement, which can occur at any time, with or without cause, by giving at least 5 days advance written notice to the other, through a court order of the Bankruptcy Court, or closing of the sale of the Company's assets. It is expressly agreed that following Termination of this agreement, Amherst will continue to be entitled to receive unpaid fees and expenses that have been earned prior to Termination.

Amherst understands and acknowledges that compensation for services and reimbursement of expenses shall occur only after the Bankruptcy Court's approval of Amherst's fee application and closing of the sale of the Company's assets. Any legal expenses incurred in the collection of fees following these events shall be paid by the Company.

LIMITATION OF LIABILITY

Amherst shall have no liability to the Company, their successors or to any other person or entity for any action taken or omitted to be taken by Amherst with respect to this engagement except for matters which are judicially determined to be caused by Amherst's bad faith, willful misconduct or gross negligence.

The Company acknowledges and agrees that Amherst is being retained to act solely as a sale advisor to the Company. In such capacity, Amherst will act as an independent contractor, and any duties of Amherst arising out of its engagement pursuant to this Agreement shall be owed solely to the Company and its bankruptcy estate. Neither party will be deemed to be an employee, agent, partner, franchisor, franchisee nor legal representative of the other for any purpose and neither will have any right, power or authority to create any obligation or responsibility on behalf of the other.

MODIFICATION

No waiver, amendment or other modification of this Agreement will be effective unless in writing and signed by each party to be bound thereby.

GOVERNING LAW

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois without regard to any applicable principles of conflicts of law.

ACCEPTANCE OF TERMS AND CONDITIONS

If this proposal agrees with BHF B's understanding, please sign and return a copy of this letter. Upon receipt of the signed engagement letter and approval of the Bankruptcy Court, Amherst will begin the engagement immediately.

Should you have any questions or comments about the nature of our services, please call me directly at 248.633.2150. We look forward with a great deal of excitement and enthusiasm to assisting BHF B in this important endeavor. We appreciate the opportunity to be of service.

*BHF Chicago Housing Group B LLC
Engagement Letter*

July 20, 2020

Respectfully yours,

AMHERST CONSULTING, L.L.C.

Scott Eisenberg

Scott Eisenberg
Partner

AGREED AND ACCEPTED:
BHF CHICAGO HOUSING GROUP B LLC

Andrew Belew

Mr. Andrew Belew, as President of Better Housing
Foundation, Inc., the sole Manager and Member of
BHF Chicago Housing Group B LLC

07/27/2020

Date